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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

Case No.: 2:24-cv-02886-WLH-SK

DAVID HOUGH; *et al*

Plaintiffs,

v.

RYAN CARROLL; *et al*.

Defendants.

Presiding Judge: Hon. Wesley L. Hsu

Hearing Date: January 10, 2024

Hearing Time: 10:30 a.m.

Courtroom 9B

Hearing Location: 350 W, 1st Street, 9th Floor

Los Angeles, California 90012

Trial Date: TBD

**DEFENDANTS' REPLY UPON THEIR MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION AND
INCLUDED MEMORANDUM IN SUPPORT THEREFORE
BY SPECIAL APPEARANCE TO CONTEST JURISDICTION**

Defendants Bonnie Nichols and Wholesale Universe, residents of the State of Texas,
have entered their special appearance to contest the *in personam* jurisdiction of the Court

1 against them in this case, as stated in the now operative Second Amended Complaint, and in
2 support of their motion present the following Memorandum of Law.

3 While the Plaintiffs are probably not without recourse in bringing a suit in Texas, the
4 Defendants lack information and understanding and are concerned about the effect of confusion
5 as to exactly who the Plaintiffs are and where they are located and their relationship to the
6 transactions alleged. These Defendants stand prepared to document how every dollar received
7 directly or indirectly from the Plaintiffs was used to acquire inventory for the Plaintiffs'
8 Amazon e-commerce stores, including the Defendants' standard and reasonable fees for its
9 services the same or less than charged to other Wholesale Universe clients, and that the
10 inventory arranged was in fact posted to the Plaintiffs' e-commerce stores except where the
11 Plaintiffs refused to cooperate. In fact, to this day one Plaintiff's inventory is still sitting in
12 Wholesale Universe's warehouse taking up space, with Defendants' pleas for the Plaintiff to
13 retrieve the inventory being ignored.
14

15
16 Defendants also imagine that discovery to Wealth Assistants and its family of
17 companies should be able to establish more precisely and more solidly what relationships there
18 might be before proceeding against these Defendants.

19 Defendants would also, therefore, request the use of limited discovery and factual
20 evidence on the question of *in personam* jurisdiction before entering into a confusion storm of
21 unstructured detail.
22

23 **I. INTRODUCTION OF REPLY**

24 It is important to take note in reply that the circumstances of different defendants can be
25 different and the analyses applied by other defendants do not dictate the result here. "Each
26 defendant's contacts with the forum State must be assessed individually." *Calder v. Jones*,

1 (1984) 465 U.S. 783, 788. The results involving other defendants may echo some of the same
2 general circumstances and of course rely on many of the same precedents for simplicity,
3 consistency, such as the extensive motion to dismiss filed by the Carroll Defendants at ECF
4 Dkt. #40. However, the analysis of jurisdiction can produce a different result with regard to
5 different defendants.

6 On November 27, 2024, the Court approved by order leave of court for the Plaintiffs to
7 further amend their Complaint by filing their proposed Second Amended Complaint (“SAC” or
8 “2nd Am. Complaint”). The Defendants here respond to that SAC which was an Exhibit to the
9 Motion filed at ECF Dkt. # 148, deemed filed November 27, 2024, and not to the original
10 Complaint as being superseded.
11

12 Also, Defendants in this Reply have to clarify that it is apparently not clear what the
13 Plaintiffs’ Opposition means by “inventory capital.” The Plaintiffs are apparently confusing
14 funds provided for the purchase, shipping, quality inspection, and processing of inventory but
15 not yet spent with the resulting inventory already paid for, already shipped, already inspected
16 and packaged for quality, and already processed for placement with Amazon. Although the
17 Opposition’s discussions go far beyond the Second Amended Complaint, Defendants are left
18 with this ambiguity.
19

20 **II. SUMMARY OF ARGUMENT AND GOVERNING LAW: SPECIFIC**
21 **JURISDICTION OVER DEFENDANTS REQUIRES INTENT TO**
22 **AVAIL THEMSELVES OF THE FORUM**

23 The claim of *in personam* jurisdiction of California courts over the Defendants lays on
24 the thin line of frequent controversy between a non-resident party who specifically reaches out
25 to a party in any forum (here, California) and a party in the forum who reaches out to the
26 defendant in another state from the forum (here, Texas, if we understand the full range of
27

1 allegations).

2 One frequent controversy arises from generic national or regional advertising (or
3 publication in the case of alleged defamation) to which a resident of the forum responds in the
4 foreign forum or claims injury. It is widely believed that nation-wide advertising or activity
5 automatically includes every State including the forum of the complaining parties, but that is
6 not actually the law.

7
8 Probably the vast majority of questions of the jurisdiction of a forum state over a
9 foreign defendant are not controversial or difficult, at least not after *Int'l Shoe Co. v.*
10 *Washington*, 326 U.S. 310, 316 (1945) and subsequent precedents fleshing out *Int'l Shoe*.

11 A court may assert general jurisdiction over foreign (sister-state or foreign-country)
12 corporations to hear any and all claims against them when their affiliations with the
13 State are so "continuous and systematic" as to render them essentially at home in the
14 forum State. See *International Shoe*, 326 U.S., at 317, 66 S.Ct. 154. **Specific**
15 **jurisdiction, on the other hand, depends on an "affiliatio[n] between the forum**
16 **and the underlying controversy," principally, activity or an occurrence that**
17 **takes place in the forum State and is therefore subject to the State's regulation.**
18 von Mehren & Trautman, *Jurisdiction to Adjudicate: A Suggested Analysis*, 79
19 Harv. L.Rev. 1121, 1136 (1966) (hereinafter von Mehren & Trautman); see
20 Brilmayer et al., *A General Look at General Jurisdiction*, 66 Texas L.Rev. 721, 782
21 (1988) (hereinafter Brilmayer). In contrast to general, all-purpose jurisdiction,
22 **specific jurisdiction is confined to adjudication of "issues deriving from, or**
23 **connected with, the very controversy that establishes jurisdiction."** von Mehren
24 & Trautman 1136.

25 *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 131 S.Ct. 2846,
26 180 L.Ed.2d 796 (2011) (*emphases added*).

27 "In opposing a defendant's motion to dismiss for lack of personal jurisdiction, the
28 plaintiff bears the burden of establishing that jurisdiction is proper." *Ranza v. Nike, Inc.*, 793
F.3d 1059, 1068 (9th Cir. 2015) (citation omitted). A plaintiff may not simply rest on the "bare
allegations of [the] complaint." *Id.*

Personal jurisdiction in federal court is governed by the law of the state in which the

1 federal court sits. *Walden v. Fiore*, 571 U.S. 277, 283 (2014) (citations omitted).

2 The exercise of personal jurisdiction is constitutionally permissible only if the
3 defendant has sufficient “minimum contacts” with the forum state so that the exercise of
4 jurisdiction “does not offend ‘traditional notions of fair play and substantial justice.’ ”
5 *International Shoe Co. v. Washington*, (1945) 326 U.S. 310, 316.

6 Absent substantial, continuous, and systematic contacts with the forum state creating
7 general jurisdiction, *Perkins v. Benguet Mining Co.*, (1952) 342 U.S. 437, 445–446, a
8 defendant may only be subject to so-called “specific jurisdiction” of a non-resident defendant.
9 *Helicopteros Nacionales de Colombia v. Hall*, (1984) 466 U.S. 408, 414, fn. 8. Specific
10 jurisdiction “depends on the quality and nature of the defendant's forum contacts in relation to
11 the particular cause of action alleged.” *HealthMarkets, Inc. v. Superior Court*, 171 Cal. App.
12 4th 1160, 1167 (2009).

13
14 A nonresident defendant is subject to specific jurisdiction only if

15 “(1) the defendant purposefully availed itself of the benefits of
16 conducting activities in the forum state;

17
18 (2) the controversy arises out of or is related to the defendant's
19 forum contacts; and

20 (3) the exercise of jurisdiction would be fair and reasonable.”

21 *Id.* (Citing *Burger King Corp. v. Rudzewicz*, (1985) 471 U.S. 462, 472, 475-478).

22 Specific jurisdiction “depends on the quality and nature of the defendant's forum
23 contacts in relation to the particular cause of action alleged.” *HealthMarkets, Inc. v. Superior*
24 *Court*, 171 Cal. App. 4th 1160, 1167 (2009).

25
26 “The purposeful availment inquiry ... focuses on the defendant's intentionality.”
27 *HealthMarkets*, 171 Cal. App. 4th at 1168 (citations omitted). “This prong is only

1 satisfied when the defendant purposefully and voluntarily directs his activities
2 toward the forum so that he should expect, by virtue of the benefit he receives, to be
subject to the court's jurisdiction based on his contacts with the forum.”

3 *Pavlovich v. Superior Court*, (2002) 29 Cal. 4th 262, 269. Also,

4 “Allegations of conspiracy [also] do not establish as a matter of law that if one
5 conspirator comes within the personal jurisdiction of our courts, then California may
6 exercise jurisdiction over other nonresident defendants who are alleged to be part of
that same conspiracy.”

7 *In re Automobile Antitrust*, 135 Cal. App.4th at 113.

8 A hypothetical party who was physically in California at the time of an event giving rise
9 to litigation, such as a car accident in California is subject to the forum’s jurisdiction. A party
10 who physically maintains an office or residence or other facility in California is obviously
11 subject to jurisdiction. A contract signed physically within California, even where a business
12 official flies in and meets at the airport with a California party solely for that purpose and then
13 flies back out again, clearly conveys jurisdiction in California.¹

15 However, probably the majority of controversies over jurisdiction fall on the line
16 between whether a party in the would-be forum reaches out to a foreign party in a non-forum
17 state or whether the foreign party reaches out to the party in the forum State. Jurisdiction can
18 turn on such small differences. And because this is a delicate balance it generates most of the
19 controversies.
20

21 The U.S. Supreme Court in *Int’l Shoe* defined the outer limits of when a State may
22 exercise *in personam* jurisdiction over the resident of another State:

23
24 ¹ The U.S. Supreme Court declined to overturn jurisdiction where a non-resident was actually,
25 physically served in person while physically present in California in *Burnham v. Superior Court of Cal.*, 495
26 U.S. 604, 110 S.Ct. 2105, 109 L.Ed.2d 631 (1990). The Justices did not agree on an iron-clad test and left
open further analysis where the relationship between the non-resident’s physical presence and the substance
of the case asserting jurisdiction might be too remote to be reasonable and/or fair. However, the defendant
was in California for (other) business so his presence was not entirely unrelated to the suit.

1 First, there must be a decision by legislation of the State asserting jurisdiction to
2 authorize “long arm jurisdiction.” “Federal courts ordinarily follow state law in determining
3 the bounds of their jurisdiction over [defendants].” *Daimler AG v. Bauman*, 571 U.S. 117, 125
4 (2014) (citing FED.R.CIV.P. 4(k)(1)(A)).

5 After the clarifications of jurisdiction, apparently all States have moved to authorize and
6 exercise jurisdiction up to the outer limits allowed by *Int’l Shoe* and progeny.

7 A California court may exercise personal jurisdiction over a nonresident defendant to
8 the extent allowed under the state and federal Constitutions. See CODE CIV. PROC., § 410.10.
9 “Because California's long-arm jurisdictional statute is coextensive with federal due process
10 requirements, the jurisdictional analyses under California state law and federal due process are
11 the same. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004)
12 (citation omitted); *Accord Daimler*, 571 U.S. at 125.

13 Second, the terms, reach, and application of “long arm jurisdiction” is subject to the
14 limitations of the U.S. Constitution as defined by the U.S. Supreme Court in *Int’l Shoe*, etc.

15 Third, the primary limitation, practically in most disputes, is that under due process the
16 defendant over whom “specific jurisdiction” by the forum is asserted must meet the tests of “
17 ‘traditional...’ ‘notions of fair play and substantial justice’ ” (*Int’l Shoe* quoting *Milliken v.*
18 *Meyer*, 311 U.S. 457, 463, 61 S.Ct. 339, 85 L.Ed. 278 (1940)).

19 “Opinions in the wake of the pathmarking *International Shoe* decision have
20 differentiated between general or all-purpose jurisdiction, and specific or case-linked
21 jurisdiction. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414, nn. 8, 9,
22 104 S.Ct. 1868, 80 L.Ed.2d 404 (1984).” *Goodyear Dunlop Tires Operations, S.A. v. Brown*,
23 564 U.S. 915, 131 S.Ct. 2846, 180 L.Ed.2d 796 (2011).

1 Fourth, “long arm jurisdiction” does indeed require as a component of asserting
2 jurisdiction over a non-resident party in another State that the defendant has caused an effect
3 within the forum State (here, California) whether tortious, contractual, physical injury,
4 defamation, or other loss.

5 Fifth, however, an effect within the forum State while certainly required is not
6 sufficient. The effect must be more than inadvertent, caused by some knowing intention.

7 Unfortunately, the precedents do not offer us crystal-clear, perfectly objective tests but
8 they do give us some concepts that must be followed. The somewhat unique phrases of
9 whether an out-of-state defendant has “purposely availed” itself / himself “of the privilege of
10 conducting activities within the forum State, thus invoking the benefits and protections of its
11 laws” has replaced the more familiar *mens rea* terms like knowing, intentional, willful, etc.
12 This discussion became more complex with the “stream of commerce” analysis.

13
14 Since *International Shoe*, this Court's decisions have elaborated primarily on
15 circumstances that warrant the exercise of specific jurisdiction, particularly in cases
16 involving “single or occasional acts” occurring or having their impact within the
17 forum State. As a rule in these cases, this Court has inquired whether there was
18 “some act by which the defendant purposefully avail [ed] itself of the privilege of
19 conducting activities within the forum State, thus invoking the benefits and
20 protections of its laws.” *Hanson v. Denckla*, 357 U.S. 235, 253, 78 S.Ct. 1228, 2
21 L.Ed.2d 1283 (1958). See, e.g., *World-Wide Volkswagen Corp. v. Woodson*, 444
22 U.S. 286, 287, 297, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980) (Oklahoma court may not
23 exercise personal jurisdiction “over a nonresident automobile retailer and its
24 wholesale distributor in a products-liability action, when the defendants' only
25 connection with Oklahoma is the fact that an automobile sold in New York to New
26 York residents became involved in an accident in Oklahoma”); *Burger King Corp. v.*
27 *Rudzewicz*, 471 U.S. 462, 474–475, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985)
28 (franchisor headquartered in Florida may maintain breach-of-contract action in Florida
against Michigan franchisees, where agreement contemplated on-going interactions
between franchisees and franchisor's headquarters); *Asahi Metal Industry Co. v.*
Superior Court of Cal., Solano Cty., 480 U.S. 102, 105, 107 S.Ct. 1026, 94 L.Ed.2d

92 (1987) (Taiwanese tire manufacturer settled product liability action brought in California and sought indemnification there from Japanese valve assembly manufacturer; Japanese company's "mere awareness ... that the components it manufactured, sold, and delivered outside the United States would reach the forum State in the stream of commerce" held insufficient to permit California court's adjudication of Taiwanese company's cross-complaint); *id.*, at 109, 107 S.Ct. 1026 (opinion of O'Connor, J.); *id.*, at 116–117, 107 S.Ct. 1026 (Brennan, J., concurring in part and concurring in judgment). * * *

Goodyear Dunlop Tires Operations, S.A. v. Brown, 564 U.S. 915, 925, 131 S.Ct. 2846, 180 L.Ed.2d 796 (2011) (*emphases added*).

III.ARGUMENT: APPLICATION TO CASE AT BAR

Here in this case under the Second Amended Complaint, there are broad allegations against the Defendants and an asserted partnership with a group of companies identified generally as Quantum. However, on closer examination these allegations are conclusory and lacking in factual detail. Perhaps *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662, 664 (2009) have been celebrated with too much enthusiasm by defense attorneys, but those interpretive precedents do require at least some factual specificity.

The SAC also contains some self-contradiction within its four corners, undermining or walking back the reach of some of its sweeping allegations.

Basically, when read as a whole, carefully, the SAC alleges that a group of affiliated companies led by Wealth Assistants residing in Texas, incorporated in Wyoming, and operating out of Florida by its lead executive and apparently the chief offender in this scenario, contracted with Wholesale Universe, a Texas company, and Bonnie Nichols, a citizen of Texas.

The Plaintiffs allege an astonishing and far-flung fraud in its extent of components and the total amount of money allegedly missing. It is certainly baffling where all the money

1 alleged could have gone to, even allowing for profligate spending on some Lamborghinis. The
2 Defendants expect in some forum to provide what records and information they may have,
3 while also seeking to preserve their legal positions from being trampled.

4 Nevertheless, the SAC read in its entirety carefully indicates that – while disputed –
5 (1) these Defendants became involved with Wealth Assistants only late in the progress of this
6 wide-ranging scheme, (2) became involved specifically when Wealth Assistants (and its family
7 of companies) was in over its head, (3) Wealth Assistants contracted with these Defendants to
8 obtain inventory for Wealth Assistants’ “clients” (the plaintiffs, however characterized), (4)
9 Wealth Assistants paid money to these Defendants to obtain inventory for its “clients” Amazon
10 stores, and (5) which money originated from the “clients” having paid Wealth Assistants for
11 inventory.
12

13 Thus the SAC tells us that Texas-based Wholesale Universe and its leader Bonnie
14 Nichols were contacted and contracted by Texas, Wyoming, and Florida based Wealth
15 Assistants and was sub-contracted to provide inventory at WA’s direction when paid by WA,
16 not by the plaintiffs. Indeed, there is no allegation (as it did not happen) that Bonnie Nichols or
17 Wholesale Universe ever shipped anything anywhere but to Amazon, which is their business
18 model. Not only were these Defendants sub-contractors to Texas-based and Wyoming-
19 incorporated Wealth Assistants but they interacted with Amazon, not the Plaintiffs.
20

21 The SAC alleges that Wholesale Universe did not, in fact, obtain the inventory for these
22 WA “clients” but WA hid the clients’ money paid to WA within Wholesale Universe. This is
23 disputed. Defendants dispute whether the allegations are fact-specific enough under *Twombly*
24 and *Iqbal*.
25

26 These Defendants are prejudiced in being able to examine what the clients’ complaints
27
28

1 are by dealing in most cases with WA, not directly with the clients. Having been directed by
2 WA to obtain inventory, sometimes as bulk orders, sometimes with the client identified, the
3 Defendants are not able to trace the transactions and the inventory. Normally upon Wholesale
4 Universe arranging and receiving the inventory, inspecting it for quality and condition (as has
5 been very necessary from time to time), the Defendants would obtain directions and/or log-in
6 information to move the inventory to Amazon's warehouses and register the inventory as ready
7 for sale in Amazon's sophisticated computer system.
8

9 However, these Defendants' involvement occurred at about the same time as WA's
10 collapse. Defendants dispute that the Plaintiffs actually know whether or not they have lost
11 money, because they relied upon WA to navigate Amazon's complex, capable, but user-
12 unfriendly computer system. We do not know whether profits have been earned and are sitting
13 at Amazon, if the Plaintiff's store was "almost" complete but never activated, if profits were
14 earned at the Amazon stores but diverted by WA or others, if the inventory was received at
15 Amazon, not received, or what happened.
16

17 Nevertheless, in the main, the SAC alleges a relationship between the Plaintiffs and
18 Wealth Assistants, not with these Defendants.

19 Concededly, the SAC does allege in ¶28, that Wholesale Universe "helped it [WA] to
20 carry out its fraudulent scheme." But there are no facts alleged anywhere in the SAC that
21 support any involvement of Wholesale Universe in any fraudulent scheme.
22

23 Also in ¶28, the SAC alleges that Wholesale Universe "helped Wealth Assistants
24 conceal its assets from Defendants" with no factual allegations to support this conclusion of
25 law. The claim of "accepting fraudulent transfers" does not demystify this allegation.

26 Similarly in ¶5, the SAC alleges that Wholesale Universe was in a conspiracy that
27
28

1 included “intentionally defrauding dozens of California residents.”

2 The SAC alleges at length that these Defendants contacted WA clients and offered to
3 work with them directly after WA suspending operations and/or collapsing entirely. The SAC
4 alleges that some of the Plaintiffs as WA’s former clients did begin to work directly with these
5 Defendants and in effect become these Defendant’s clients.

6 However, it is far from clear who these clients are or where they are based except in a
7 couple of cases.

8 And again, there is no factual allegation clarifying in what way, how, or by what means
9 Wholesale Universe is alleged to have defrauded anyone. When it comes to the standards of *in*
10 *personam* jurisdiction we are left with little to work with.

11
12 **IV. ARGUMENT: NATIONWIDE ACTIVITIES NOT DIRECTED AT**
13 **CALIFORNIA SPECIFICALLY**

14 In SAC ¶ 5, the allegation is that Quantum and Wholesale “conspired with the Wealth
15 Assistants Entity Defendants and others to defraud individuals across the country. Carrying
16 out that conspiracy included – foreseeably – intentionally defrauding dozens of California
17 residents out of more than \$1,000,000.”

18 Therefore, the SAC alleges that California residents were only coincidentally affected,
19 not targeted as Californians. The SAC fails the jurisdictional test.²

20 See also SAC ¶ 8 (Wholesale Universe sent emails to many abandoned clients of WA,
21 some of which were in California – see ¶ 139), and ¶ 139 email “to many of Wealth Assistants’
22 clients” not just those in California.

23
24 ² Wholesale Universe has never shipped product to California or knowingly done business with California residents or
25 California companies. It continues to hold \$5,000 in inventory for Defendant Nibarger who was advised by counsel not
26 to accept it. The enclosed partial email chain documents. <https://acrobat.adobe.com/id/urn:aaid:sc:US:9d22ae70-2c92-44a2-bf25-c9dd36fb2c66>

1 A generic marketing or communications effort not specifically targeting California
2 which happens to reach some California contacts is insufficient to confer personal jurisdiction.
3 Wholesale Universe did not purposefully avail itself of California with any expectation of
4 being hauled into court in California.

5 As is well-trodden territory of news reports, books, magazines allegedly defamatory, or
6 national products – where general, nation-wide actions just happen to include the forum state, a
7 non-resident defendant that marketed its services throughout the United States not uniquely to
8 California does not satisfy *International Shoe* and the limits of personal jurisdiction. *Goehring*
9 *v. Superior Court*, (1998) 62 Cal. App. 4th 894, 907 (finding no purposeful availment based
10 solely on the defendants’ execution of [a limited number of] “sales, security and escrow
11 agreements” with a forum resident); *Doe v. Unocal Corp.*, (9th Cir. 2001) 248 F.3d 915, 924
12 (finding no purposeful availment based solely on the defendant's contractual relations with a
13 forum resident); *McGlinchy v. Shell Chemical Co.*, (9th Cir. 1988) 845 F.2d 802, 816.

14 For example, nationwide circulation of a book and broadcast of interviews are
15 insufficient to confer personal jurisdiction. See *Buckley v. New York Times Co.*, 338 F.2d 470,
16 474 (5th Cir. 1964) (holding “mere circulation” of national newspaper and “sporadic news
17 gathering by reporters on special assignment” in the forum do not satisfy due process);
18 *Alternate Energy Corp. v. Redstone*, 328 F. Supp. 2d 1379, 1383 (S.D. Fla. 2004) (“[U]nder
19 *Calder*, the mere fact that allegedly libelous statements appeared in a publication sold to
20 Florida residents is not sufficient to give a defendant fair warning that he may be hauled into
21 court here.”)

22 **V. ARGUMENT: CLASS ACTION RESIDENCY**

23 Of course, the SAC does allege a class action of Plaintiffs. The nature of a class action

lawsuit is that every Plaintiff is not named specifically nor many times even known.

Really, there are at least two sub-classes: (a) those who allegedly dealt only with Wealth Assistants and (b) those who allegedly subsequently worked directly with Wholesale Universe. But this only weakens the claim for jurisdiction.

While the Opposition contains considerable additional narrative -- which is decisively rejected by these Defendants as completely false -- it becomes even less clear who if anyone (a) these Defendants actually ever interacted with (b) how they interacted, or (c) where the Plaintiffs of residence reside.^{3 4}

I. CONCLUSION

Defendants Bonnie Nichols and Wholesale Universe hereby ask the Court to dismiss the case against them in this Court for lack of personal jurisdiction of California over them.

Dated: December 30, 2024

RESPECTFULLY SUBMITTED,

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³ The most serious new allegation, not found in the SAC, is that allegedly Wholesale Universe told Thompson that it would purchase \$45,000 worth of inventory for \$20,000. Thompson then alleges that the \$20,000 of inventory was not worth \$45,000. This if it were in a complaint would not satisfy the plausibility tests of *Twombly* and *Iqbal*, particularly without more detail to explain why anyone would ever promise this or anyone would believe it.

⁴ Similarly, Plaintiff Michael Nibarger claims to have been told that Wholesale Universe had \$5,000 of Nibarger's "inventory capital" paid for by (through) Wealth Assistants, and that he demanded that it be returned. He did not seem to understand that the inventory had already been purchased and it was -- and still is to this day -- sitting at Wholesale Universe's warehouse. When asked to provide directions on where to send the inventory, Nibarger did not respond except at what point to say that Nico Banks told him not to talk to the Defendants.

1 /s/ Bradford L. Geyer

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6 *Attorneys For Defendants Wholesale Universe*
7 *and Bonnie Nichols*

8 **WORD COUNT COMPLIANCE CERTIFICATION**

9 The undersigned, counsel of record for Plaintiffs, certifies that this brief contains
10 fewer than 4,241 words, which complies with the word limit of L.R. 11-6.1.

11 Dated: December 30, 2024

/s/ Bradford L. Geyer

12 Bradford L. Geyer, Esq.

13 **Certificate of Service**

14 I hereby certify that a true and correct copy of the foregoing document, and any attachments,
15 will be served to counsel of record, in accordance with the governing rules of procedure regarding
16 service in this court on this December 30, 2024, via email.

18 /s/ Bradford L. Geyer

19 Bradford L. Geyer, Esq.